THIS DEED is made the 29th day of October 2010
BETWEEN

(1) SIGNLEASE LIMITED (Company Registered Number 05395650) of Harringtons Caravans, Chester Road, Oakmere, Nothwich, Cheshire CW8 2HB ("the Owner")

(2) BDW TRADING LIMITED (Company Registered Number 03018173) of Tollbar House, Tollbar Way, Hedge End, Southampton SO30 2UH ("the Developer") and

(3) THE COUNCIL OF THE BOROUGH OF HAVANT OF Civic Offices Civic Centre Road Havant Hampshire PO9 2AX ("the Council")

WHEREAS:

(1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 and a Local Housing Authority for the purposes of the Housing Act 1985 for the area within which the Land is situate

(2) The Owner is the Freehold owner of the Land registered at the Land Registry with title absolute under title no. HP205516 and a certificate from the Solicitor to the Owner has been produced to the Council that the Owner is immediately entitled to possession and occupation of the Land and no other person has an interest therein at law or (to the best of the Owner's knowledge and belief) in equity save for the interest of National Westminster Bank

(3) The Council is the Local Authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive and incidental to the Council's functions

(4) The Developer has submitted the Application for the Development to the Council and the Council being desirous of improving the area and general locality of the Land and wishing to restrict and regulate the development and use of the Land is minded to grant planning permission pursuant to the Application in a form containing the conditions set out in the draft permission annexed hereto

(5) It is hereby acknowledged by the parties hereto that where the Owner is obliged to maintain or manage facilities pursuant to this Deed it is intended at the date of this Deed that such management function will be undertaken by the Management Company.

NOW THIS DEED WITNESSETH as follows:

1. Statutory Powers

This Deed is made pursuant to:

1.1 Section 106 of the Town and Country Planning Act 1990

1.2 Section 111 of the Local Government Act 1972

1.3 The Housing Acts 1985 and 1996

1.4 Section 2 of the Local Government Act 2000

to the intent that it shall bind the Owner and the successors in title to each and every part of the Land.

2. Interpretation

2.1 Reference in this Agreement to a Clause Schedule or Recital shall mean a Clause Schedule or Recital to this Agreement

2.2 Headings in this Agreement are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Agreement

2.3 In this Agreement where the context so admits:

2.3.1 words importing one gender shall include all other genders

2.3.2 words importing the singular shall include the plural and vice versa

3. Planning Obligations

The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 and are enforceable by the Council

4. Covenants Binding on Implementation

The covenants, undertakings, obligations and restrictions in this Agreement shall become binding on the parties to this Agreement upon Implementation

5. Definitions

In this Agreement the following expressions shall unless the context shall otherwise require have the following meanings:

"The Act"	means the Town and Country Planning Act 1990 as amended.
"Affordable Housing"	means housing which is rented or sold (including an equity share in whole or part) below market levels by means of public or

	private subsidies such that it can be afforded by those whose incomes are insufficient for them to afford adequate housing locally on the open market
"Affordable Housing Funding"	means one or more of the following funding sources: a) an allocation or pre-allocation from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable Housing Units on the Land provided by the Homes and Communities Agency via the National Affordable Housing Programme (NAHP) or any such other funding initiatives b) approval or such other indication from the Homes and Communities Agency that the Land (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available through the NAHP under the Homes and Communities Agency 'Continual Market Engagement Process' (or any replacement thereof) c) forward funding from a Registered Provider in anticipation of a social housing grant allocation.
"Affordable Housing Land"	means that part of the Land shown as Plots 12 – 16 inclusive and 19 - 22 inclusive shown edged and hatched in red on Plan B
"Affordable Housing Units"	means the 9 housing units comprising 5 units of Social Rented Accommodation and 4 units of Shared Ownership Accommodation which are to be made available by the Owner for Affordable Housing on the Affordable Housing Land as herein provided

"Alternative Affordable Housing Provider"	means any organisation or body operating as a private landlord who is not a Registered Provider but who has entered into a management contract with a Registered Provider for the management of the Affordable Housing Units to ensure the Social Rented Housing Units are retained for future Eligible Persons and to ensure the recycling of any grant
"the Application"	means the application submitted to the Council by the Developer (given reference number 10/53728/009) for the Development
"Commencement"	means commencement of the Development by the carrying out of a material operation within the meaning of Section 56(4) of the Act but excludes site investigations or surveys; site decontamination; and the expressions 'Commenced' and Commence' shall have corresponding meaning
"the Development"	means Development authorised by the Planning Permission consisting of construction of 31No. houses with associated access and landscaping
"Eligible Persons"	means persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and who are on those registers retained or referred to by the Council from time to time in the discharge of its housing function and the expression "Eligible Persons" shall be construed accordingly provided that if the Council shall

	fail to nominate such persons within 4 weeks of written request it shall mean any persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing)
"Homes and Communities Agency"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the Council's administrative area by any Registered Provider or if such body ceases to exist or is superseded the equivalent body
"Implementation"	means the Implementation of the Planning Permission by the carrying out of a material operation under Section 56(4) of the Act excluding operations consisting of site clearance, demolition work on the Land, archaeological investigations, investigations for the purpose of assessing contamination, remedial action in respect of contamination, diversion and laying of services and the erection of means of enclosure for the purposes of site security and/or the display of advertisements
"the Land"	means the Land at 92 London Road, Widley in Hampshire shown for identification purposes only edged by heavy black line on the Plan A
"Management Plan"	means a plan setting out details of the management and maintenance of all facilities to be provided on the Land pursuant to Clause 6.3 of this Deed
"Occupation"	means in respect of any Residential Unit the date on which the Residential Unit is first

	occupied for residential purposes whether permanently or temporarily and a Residential Unit shall be deemed **"Occupied"** for all purposes upon and at all times after such first residential occupation and the expressions "**Occupy**" "**Occupied**" and **"Occupier"** shall have corresponding meanings
"Open Market Housing Units"	means the 22 Residential Units available for sale on the open market but excluding the Affordable Housing Units
"the Owner"	means the Owner of any or all parts of the Land and as a party to this Deed of Agreement acting and being obliged by this Agreement jointly and severally who is (or are) described in recital 2 of this Agreement being a person or persons identified in accordance with Section 106 (9)(c) of the Act.
"Plan A"	means the plan annexed hereto marked "Plan A"
"Plan B"	means the plan entitled "HA Transfer Plan Rev A " dated 15.09.10 annexed hereto marked "Plan B" indicating the Affordable Housing Units
"Plan C"	means the plan annexed hereto marked "Plan C" indicating the Unadopted roads footpaths cycleways parking courts and drives
"the Planning Permission"	means the planning permission for the Development in the form of the draft attached hereto
"the Play Space Contribution"	means the sum of money specified in

	clause 6.1 being a contribution (being applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs to be incurred by the Council in the provision, improvement and maintenance of playing space to meet the needs of residents of new housing developments.
"Residential Units"	means residential dwellings whether individually or in groups and whether divided vertically or horizontally
"Registered Provider"	means a Registered Provider as defined in section 80 of the Housing and Regeneration Act 2008 registered by the Tenant Services Authority or any successor body.
"Shared Ownership Accommodation"	means affordable housing leased to a lessee who purchases a percentage of the equity of the intermediate housing unit and pays a rent in relation to the share of the equity retained by the Registered Provider/Alternative Affordable Housing Provider.
"Shared Ownership Housing Units"	means plots 19 – 22 inclusive shown edged and hatched in red on Plan B.
"Social Rent"	means the rent to be paid by an Occupier of a Social Rented Housing Unit and which shall be set and maintained at a level commensurate with the regulatory and legal framework of the appropriate regulatory regime applicable to a Registered Provider from time to time

"Social Rented Accommodation"	means in relation to the Social Rented Housing Units housing for rent available to persons who cannot afford to rent or buy houses generally available on the open market with the rent being at a Social Rent
"Social Rented Housing Units"	means plots 12 -16 inclusive shown edged and hatched in red on Plan B (and associated car parking spaces the number of which is to be agreed between the Owner and the Council) to be Occupied as Affordable Housing by way of Social Rented Accommodation and the expression Social Rented Housing Unit shall be construed accordingly
"Staircasing Receipts"	means monies received by a Registered Provider or an Alternative Affordable Housing Provider arising from the sale (net of reasonable evidenced sale costs) of any further share of the equity or ownership of a Shared Ownership Unit following the first acquisition by that occupier of an Interest in that Affordable Housing Unit provided that such a receipt shall be excluded from this definition to the extent to which the Registered Provider or Alternative Affordable Housing Provider is required to pay that receipt to the Homes and Communities Agency or any other person or body pursuant to an arrangement for grant funding in relation to the provision of Affordable Housing Units on the Land
"Tenant Services Authority"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the Council's administrative area by any Registered

Provider or if such body ceases to exist or is superseded the equivalent body

"Unadopted" means road footpaths cycleways parking courts and drives not maintainable at public expense.

6 Owners' Obligations

Contributions

6.1 The Owner covenants to the Council not to Implement the Planning Permission at any time before the Owner shall have paid to the Council or caused to be paid to the Council the Play Space Contribution in the amount of Forty Five Thousand One Hundred and Ten Pounds and Fifty Pence (£45,110.50)

Affordable Housing

6.2 The Owner covenants to the Council as follows

6.2.1 To provide the 30% (9 units) Affordable Housing Units as Plots 12 – 16 inclusive and 19 – 22 inclusive as shown for identification purposes edged and hatched in red on Plan B.

6.2.2 All Affordable Housing Units on the Land will be integrated and compatible with the design of the Open Market Housing Units.

6.2.3 That no more than 50% of Residential Units shall be constructed prior to provision of the Affordable Housing Units. The Affordable Housing Units shall be treated as having been provided for the purpose of this clause when all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential Occupation and written notification to that effect has been given to the Council.

6.2.4 That the Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency (or such other successor body's standards) Design and Quality Standards (2007) and the Code for Sustainable Homes published by the Government (or such replacement guidance) applicable at the date of Commencement or the date it

enters into contract with a Registered Provider or an Alternative Affordable Housing Provider for the construction of the Affordable Housing Units, whichever is the earlier date.

6.2.5 Where Affordable Housing Funding has not been secured at the level anticipated despite the use of reasonable endeavours so to do the Owner will notify the Council in writing that it has not been successful in securing Affordable Housing Funding. The Council will then where it is reasonably satisfied that the Owner has used reasonable endeavours in all material aspects to obtain Affordable Housing Funding at the level anticipated issue a written notice to the Owner authorising the Owner to adjust the proportion of Affordable Housing Units to a figure to be agreed with the Council subject to:

(a) the level of any Affordable Housing Funding available

(b) the Homes and Communities Agency's "Economic Assessment Tool" or any such other economic assessment tool submitted by the Owner and agreed by the Council to evaluate the portion of Social Rented Housing Units to be provided with the level of Affordable Housing Funding available and

(c) the results of any financial viability assessment carried out by the Owner

6.2.6 The mortgage rent and service charges to be charged on the Shared Ownership Housing Units shall meet the requirements of an Affordability Test as follows:

- the total cost to include mortgage rent and service charges payable by the Occupier of a Shared Ownership Housing Unit does not exceed more than thirty per cent (30%) of the gross median income plus five per cent (5%) of those persons on the Housing Registers held by the HomeBuy Agent in relation to Havant

- the provisions of the Affordability Test may be varied by agreement in writing by the Owner and the Council

6.2.7 No Open Market Housing Units within the Development will be Occupied until either:

(a) the Owner has entered into a binding contract or an agreement for lease with a Registered Provider or an Alternative Affordable Housing Provider for the transfer of the freehold or a long lease of

no less than 125 years of the Affordable Housing Land to include the construction of the Affordable Housing Units (and has informed the Council to whom the Affordable Housing Land has been transferred) or

(b) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider or an Alternative Affordable Housing Provider and written evidence of compliance in respect of the above has been supplied to the Council.

6.2.8 Where the Owner intends to provide Affordable Housing Units in association with an Alternative Affordable Housing Provider or a Registered Provider they shall only be used if the Registered Provider and/or the Alternative Affordable Housing Provider can demonstrate to the Council:

(a) A good judgement by the Tenant Services Authority or successor body; and

(b) acceptable sustainable management arrangements and community development policies.

6.2.9 The transfer to the Registered Provider or Alternative Affordable Housing Provider of the Affordable Housing Land shall contain the following:

(a) a covenant not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing. and

(b) a covenant not to dispose of any of the Affordable Housing Units other than by sale by way of Shared Ownership Housing Units or Social Rented Housing Units to the intent that all Affordable Housing Units shall be used for the purpose of providing Affordable Housing to Eligible Persons, and

(c) a covenant requiring the Registered Provider or the Alternative Affordable Housing Provider to enter into an agreement with the Council granting the Council the right to nominate 100 per cent of the Occupiers of the Social Rented Housing Units when initially let and all subsequent true voids, and

(d) a covenant to manage all Staircasing Receipts of Shared Ownership Housing Units which are grant funded in accordance with Housing Corporation or Homes and Communities Agency regulations, and

(e) a covenant to provide the Council with details of Staircasing Receipts from non-grant funded Shared Ownership Housing Units and in co-operation with the Council to reach agreement to invest 50% of the Staircasing Receipts in the provision of new build Affordable Housing or to invest in measures to enhance the provision of Affordable Housing within the administrative area of the Council including facilitating the acquisition of market housing or the conversion or refurbishment of existing housing to bring such housing back into beneficial use to enable it to be occupied by Eligible Persons provided that the use of Staircasing Receipts is limited to provision within the administrative area of the Council for a period of 3 years after receipt by the Owner thereafter for a period of 1 year within the administrative area of Hampshire and thereafter to any Affordable Housing provision within the United Kingdom.

6.2.10 The covenants set out in Clause 6.2 shall not be binding or enforceable against any purchaser who purchases from the Registered Provider or Alternative Affordable Housing Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest pursuant to an equity share arrangement nor shall such covenants be binding or enforceable against such a purchaser's successors in title

6.2.11 Where the Owner intends to provide management services for the Affordable Housing Units in association with a Registered Provider or an Alternative Affordable Housing Provider they shall only be used if the provider can demonstrate to the Council that they are approved and regulated for such activities by the Tenant Services Authority or any successory body.

6.2.12 The Affordable Housing Units shall only be Occupied by Eligible Persons.

6.2.13 In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Unit or any default under any legal charge or mortgage held by a Registered Provider or an Alternative Affordable Housing Provider in relation to the Affordable Housing Units then a mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 ("the Mortgagee") shall be entitled to exercise its power of sale in respect of an Affordable Housing Unit or Affordable Housing Units free from the obligations contained in Clause 6.2 PROVIDED THAT the Mortgagee shall first follow the procedures set forth below:

(a) the Mortgagee shall give 'written notice' ("the Notice") to the Council of its intention to exercise its powers of sale and shall at the time offer to sell ("the Offer") the Affordable Housing Unit or Affordable Housing Units to the Council for an amount ("the Purchase Price") to be agreed or determined in accordance with Clause 6.2.4 (c) hereinafter

(b) the Council shall notify the Mortgagee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) and if it does not wish to accept the Offer the Council may at the time of notifying the Mortgagee of its decision nominate a nominee ("the Nominee") in its place

(c) if pursuant to forgoing sub Clause 6.2.13 (b) the Council shall accept the Offer or shall nominate a Nominee so to do then the Mortgagee and the Council (or the Nominee as the case may be) shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation and in default of agreement on the Purchase Price within two months of the Council's notification under Clause 6.2.13 (b) the Purchase Price shall be determined by an Expert pursuant to the provisions of Clause 10

(d) any transfer to the Council or to the Nominee shall be completed within two (2) months of the date the Purchase Price is agreed or determined by an Expert in accordance with the foregoing provisions ("the Completion Period")

(e) either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances namely:

- if the Council shall fail to give notice of intention to accept the Offer within one month of the date of the Offer or
- if the Council shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer or
- if either the Council or the Nominee shall at any time serve notice of intention to discontinue or
- if the transfer of Affordable Housing Unit or Affordable Housing Units shall not be completed within the Completion

Period notwithstanding the readiness willingness and ability of the Mortgagee to complete the transfer

(f) Then in any of the above circumstances the Mortgagee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so far as is applicable) to exercise its powers of sale unfettered by the restrictions in this Clause 6.2 which shall not be binding upon any purchaser from the Mortgagee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Mortgagee the Council shall expeditiously issue written confirmation that the restrictions in this Clause 6.2 have been discharged and rendered of no effect in respect of the Affordable Housing Unit or Affordable Housing Units and the Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units

6.2.14 The Affordable Housing Units provided on the Land will be monitored in order to ensure compliance with the obligations in this Clause 6.2 and the Owner will impose a covenant upon the Registered Provider or the Alternative Affordable Housing Provider which requires them at such dates to be agreed by the parties to make written returns to the Council detailing

-the affordable housing provision including
-the type of dwelling,
-the tenure of the dwelling,
-the next internal floor area of the dwelling
-details of the Occupiers
-the grant funding provided for the dwelling
-technical information in relation to the Code for Sustainable Homes
-the location of the Affordable Housing Units
-any other information on the Affordable Housing Units as reasonably required by the Council.

Management of the Unadopted Roads Footpaths Cycleways Parking Courts And Drives

Management Company and Management Plan

6.3 The Owner covenants not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably

Management of the Unadopted Roads Footpaths Cycleways Parking Courts And Drives

Management Company and Management Plan

6.3 The Owner covenants not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably withheld) the Owner's proposal for the entity to be responsible for the maintenance and management of the following features:

Unadopted roads footpaths cycleways parking courts and drives as shown for identification purposes on Plan C.

Such proposals to include full details of the proposed structure and voting rights of the entity (the "Management Company").

6.3.1 The Owner covenants not to Occupy or cause or permit Occupation of any Residential Unit until:

(i) The Management Company has been formed in accordance with the approved proposal; and

(ii) The Management Plan has been approved in writing by the Council such approval not to be unreasonably withheld.

7. Implementation

7.1 The Owner will notify the Council in writing at least 14 days before Implementation

8 Solicitor Certificate

Certificate of Title

As Solicitor for the Owner of the Land we hereby certify that on the date of this Deed what is set out in Recital (2) to this Deed is true

Signed: [redacted]

Name: .....Linda Keeling.....

Address: ....Gresham Law.....

.....Queens Gardens.....

.....Hull.....

9. Council Discretion

Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Town and Country Planning

withheld) the Owner's proposal for the entity to be responsible for the maintenance and management of the following features:
Unadopted roads footpaths cycleways parking courts and drives as shown for identification purposes on Plan C.
Such proposals to include full details of the proposed structure and voting rights of the entity (the "Management Company").

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Signed: .....

Name: .....

Address: .....

.....

.....

9. Council Discretion

Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Town and Country Planning Act 1990 or under any other Act PROVIDED ALWAYS THAT this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be at any time be issued by the Council or any other appropriate person pursuant to the provisions of the Act

10. Disputes

Any dispute or difference between the parties in connection with this Agreement (which shall include any matter hereunder which the Council has the discretion to agree or approve but does not do so) shall be referred to and determined by a single arbitrator to be appointed by agreement by the parties to the dispute or in default of agreement to be either an independent and duly qualified surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or a member of any other appropriate professional body as may be agreed between the parties and any person appointed shall act as arbitrator under the Arbitration Act 1996 Such arbitrator's decision (including without limitation as to the payment of costs of the arbitration) shall be final and binding upon the parties save in respect of any decision which is founded upon error in law or legal interpretation by such arbitrator

11. No Waiver

No waiver (whether expressed or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing at any time any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner [redacted]

12. Costs Developer

The ~~Owner~~ hereby agrees to pay the Council's reasonable legal and other costs in connection with the preparation and stamping of this Deed such costs to be paid on completion of this Deed

13. Successors

The expression "the Owner" and "the Mortgagee" shall include their respective successors in title and assigns.

14. Council Successors

The expression "the Council" shall include successors to its functions as Local Planning Authority for the purposes of the Town and Country Planning Act 1990

15. Enforcement

It is hereby agreed and declared that the provisions of this Deed shall not bind

nor be enforceable against (1) any Mortgagee or Chargee of the Affordable Housing Land or part thereof nor any person or persons who shall directly or indirectly derive title to the Affordable Housing Land or any part or parts thereof from such Mortgagee or Chargee or any Receiver appointed by such Mortgagee or Chargee AND (2) any person or persons acquiring any of the Affordable Housing Units under a Voluntary Right to Acquire or a Statutory Right to Buy pursuant to the Housing Act 1985 the Housing Act 1988 or the Housing Act 1996 or any statutory re-enactment or modification thereof and all successors in title to such person or persons AND (3) any lessee pursuant to a shared Ownership lease whether or not such lessee has staircased to 100% ownership and such lessee mortgagee and successors in title

16. Notices

Save where particular clauses specify otherwise all notices to be served and notifications to be given for the Council shall be marked for the attention of the Executive Head (Planning and Built Environment).

17. Third Parties

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

18. Liability

(1) No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

(2) If the Planning Permission shall expire before Implementation or shall at any time be revoked modified or otherwise withdrawn then this Agreement shall immediately determine and cease to have further effect but in ceasing to have further effect shall not prejudice any express or implied rights accrued or accruing to the Owner by virtue of anything by the covenant in connection with or arising from the terms of this Agreement

(3) The Council will on the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation of it and cancel all related entries in the Register of Local Land Charges

(4) This Agreement is a local land charge and shall be registered as such

IN WITNESS whereof the parties hereto have executed these presents as a Deed the day and year first before written

Executed as a DEED on behalf of
BDW TRADING LIMITED
by JAMES DUNNE
and
in exercise of the powers
confirmed on them by a
Power of Attorney
Dated 12 May 2010

[redacted]

Signed as a DEED by
SIGNLEASE LIMITED

acting by
a director and its secretary /
two Directors

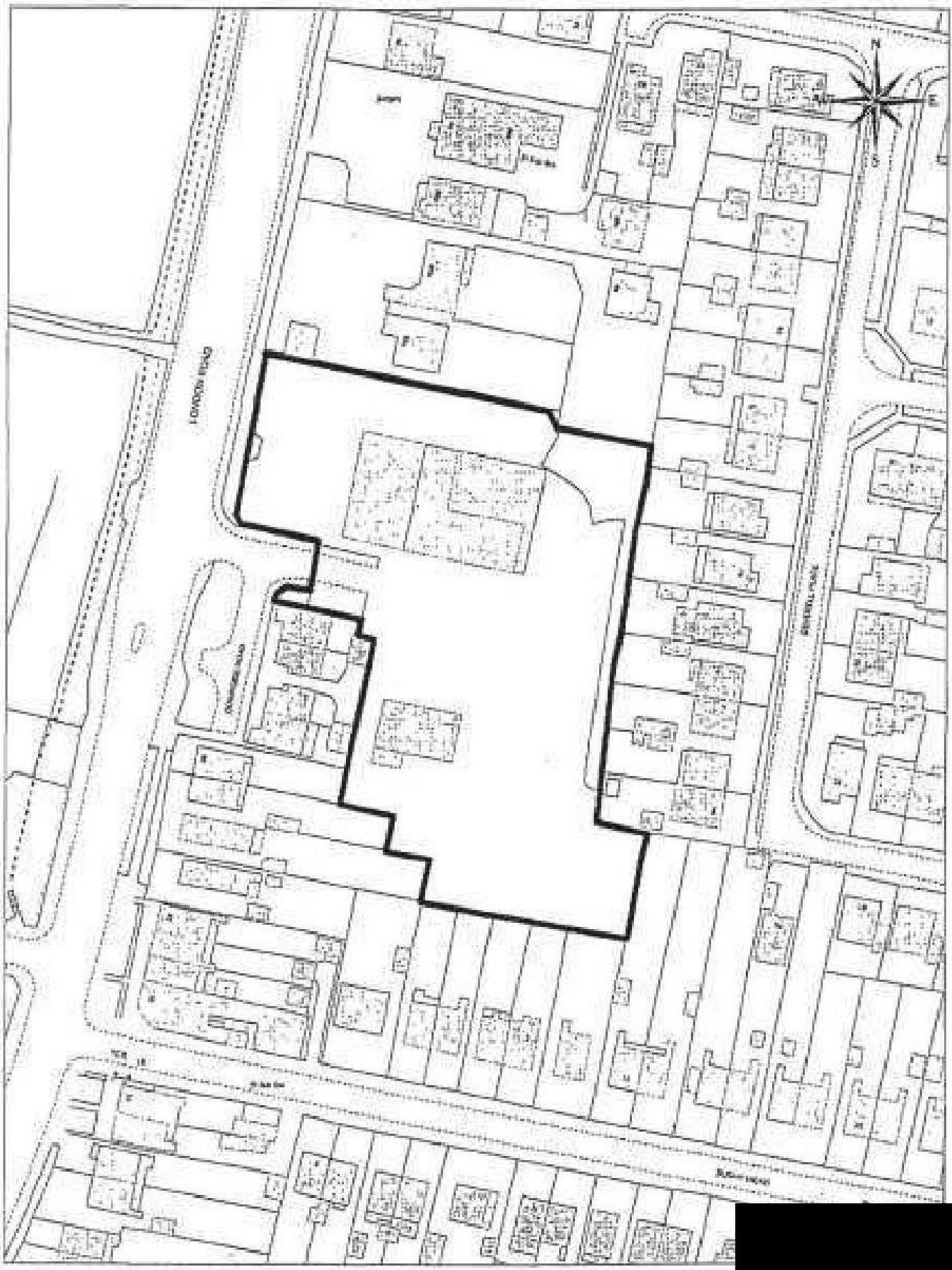
[redacted]

EXECUTED as a DEED by affixing
THE COMMON SEAL of
THE COUNCIL OF THE BOROUGH
OF HAVANT
in the presence of:

[redacted]

Solicitor to the Council

PLAN A



[redacted]

Civic Offices, Civic Centre Road, Havant, Hampshire PO9 2AX t: 023 9247 4174

Havant BOROUGH COUNCIL

Title:

Town and Country Planning Act 1990
S106 Agreement
92 London Road,
Widley, PO7 5AE
10/53728/009
PC44/0381

Drawn:

Scale:

Drawing No:

Cleaner, Safer, More Prosperous

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[redacted]

[redacted]

Drawn by: WAH Checked by: SJC

Date: SEPTEMBER 2013

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Revisions

Rev	Date	Drawn	Checked
A	15.08.13	RCDB	WAH

AMENDED TO CLIENT COMMENTS

Plan B

LAND TRANSFERRED TO HA.

0 5 10 15 20 25
Scale 1:500

Project:

PURBROOK CARAVAN SALES SITE, LONDON ROAD, WIDLEY

Drawing Title:

HA TRANSFER PLAN

Client:

BARRATT

SIMON COOPER

Simon Cooper Associates Limited
The Post House, Sewell Lane, Whitehorse Barns GU28 9AA
Telephone 01428 [illegible] Facsimile 01428 [illegible]
[illegible]

Dwg No: 15-1000-010

Scale @ A3 Rev: A



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W
E
S
LEGEND
SCHEDULE OF DWELLINGS
PRIVATE
SOCIAL
TOTAL
PLANC
UNADOPTED ROADS
AND FOOTPATHS ETC
PLANNING LAYOUT
BARRATT
RECEIVED
02 SEP 2010

Havant
BOROUGH COUNCIL

Civic Offices
Havant
Hampshire PO9 2AX

Tel (023)9247 4174
Fax(023)9244 6588
DX 50005 Havant
www.havant.gov.uk

For: Barratt David Wilson Southampton Division

To:
Mr Beck
Luken Beck Ltd
30 Carlton Crescent
Southampton
Hants
SO15 2EW

THE TOWN AND COUNTRY PLANNING ACT 1990
Grant of Planning Permission

Application Number: 10/53728/009
Site Address: 92 London Road, Widley, Waterlooville, PO7 5AE
Proposal: Construction of 31No. houses with associated access and landscaping.

Further to your application received on 12 March 2010 (which was valid from 07 April 2010) Havant Borough Council, as Local Planning Authority **Grants Planning Permission** for the above proposal in accordance with the submitted plans and particulars as detailed below.

This permission is subject to compliance with:

(i) The plans and other documents submitted with your application, as amended by plans, documents and additional information received on 24 May 2010, and 2 September 2010; and

(ii) The following conditions:

Conditions:

1 The development hereby permitted shall be begun before the expiration of 3 years from the date on which this Planning Permission was granted.
Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.

2 No development hereby permitted shall commence until plans and particulars specifying the layout, depth and capacity of all foul and surface water drains and sewers proposed to serve the same, and details of any other proposed ancillary drainage works/plant (e.g. pumping stations) have been submitted to and approved in writing by the Local Planning Authority. Unless agreed otherwise in writing by the Local Planning Authority, the development hereby permitted shall not be brought into use prior to the completion of the implementation of all such drainage provision in full accordance with such plans and particulars as are thus approved by the Authority.
Reason: To safeguard the amenities of the locality and ensure that all such drainage provision is constructed to an appropriate standard and quality and having due regard to saved Policies D1, PC1 and PC3 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statements 23 and 25.

3 No development hereby permitted shall commence until plans showing, in relation to the existing trees and other vegetation proposed to be retained, the layout of all foul and surface water drainage and other underground services proposed to serve that development have been submitted to and approved in writing by the Local Planning Authority.
Reason: To safeguard against undue damage to existing trees and/or other vegetation at and in the vicinity of the site and having due regard to saved Policies D1 and L6 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

4 Construction of the buildings hereby permitted shall not commence until samples and details of all external facing and roofing materials have been submitted to and approved by the Local Planning Authority. Thereafter only such approved materials and finishes shall be used in carrying out the development.
Reason: To ensure the appearance of the development is satisfactory and having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

5 If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted, and obtained written approval from the Local Planning Authority for a scheme detailing how this unsuspected contamination shall be dealt with.
Reason: To protect future occupants of residential properties on the site, and having due regard to saved Policies PC1 and PC3 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 23.

6 No development hereby permitted shall be commenced until a more detailed soft landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, species and planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works. The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason: To ensure the appearance of the development is satisfactory and having due regard to saved Policies D1, L6 and L7 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

7 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed in full accordance with that specification.

Reason: In the interests of the amenities of the locality and having due regard to saved Policies D1 and L7 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statements 1 and 25.

8 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been submitted to and approved in writing by the Local Planning Authority. Unless agreed otherwise in writing by the Authority, the development hereby permitted shall not be brought into use prior to the completion of the installation of all screening provision as is thus approved by the Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.

Reason: To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

9 No development hereby permitted nor any related site clearance shall commence until a specification of measures to be undertaken to prevent damage to existing trees and hedgerows on the site throughout implementation of the same has been submitted to and approved in writing by the Local Planning Authority. All measures forming part of such approved specification shall be undertaken and fully adhered to at all times during which such implementation is in progress. Any such tree or hedgerow which is nevertheless seriously damaged during that implementation shall be replaced within 6 months of the occurrence of such damage by another of the same species in the same position and of not less than 1.6 metres height when planted.

Reason: To safeguard the continued health and presence of such existing vegetation and protect the amenities of the locality and having due regard to saved Policies D1 and L6 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

10 No development hereby permitted nor any related site clearance shall commence until a plan and particulars specifying the provision to be made within the site and/or on other land nearby for the parking (throughout the clearance and construction period) of construction vehicles and of other vehicles delivering/removing materials and other items to/from the development site have been submitted to and approved in writing by the Local Planning Authority. Thereafter, throughout such site clearance and implementation of the development hereby permitted, all such temporary parking provision shall be provided and used only as such.

Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to saved Policies D1, T9 and PC1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, Planning Policy Statement 1 and Planning Policy Guidance 13.

11 No development hereby permitted nor any related site clearance shall commence until plans and particulars specifying the provision to be made for a material storage compound within the site have been submitted to and approved in writing by the Local Planning Authority. The approved compound shall be available prior to the commencement of any building works and throughout the contract period and no materials shall be stored anywhere else on the site.
Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard saved Policies D1 and PC1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, Planning Policy Statement 1 and Planning Policy Guidance 13.

12 No development hereby permitted nor any related site clearance shall commence until a specification of measures to be undertaken to prevent deposition on nearby roads of mud and spoil from vehicles leaving the site throughout the implementation of the same has been submitted to and approved in writing by the Local Planning Authority. All measures forming part of such approved specification shall be undertaken and fully adhered to at all times when such implementation is in progress.
Reason: In the interests of traffic safety and having due regard to saved Policies D1, T7 and PC1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, Planning Policy Statement 23 and Planning Policy Guidance 13.

13 No development hereby permitted shall commence until a specification of the provision to be made for the storage and disposal of refuse following the commencement of the occupation of the building(s) hereby permitted has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not be occupied until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.
Reason: To safeguard the amenities of the locality and having due regard to saved Policies D1 and PC1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statements 3 and 23.

14 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
Reason: To safeguard the amenities of the locality and in the interests of traffic safety and having due regard to saved Policies D1 and PC1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, Planning Policy Statement 23 and Planning Policy Guidance 13.

15 The garages hereby permitted shall be retained and kept available for the parking of cars at all times and shall not be converted to living accommodation without the prior written approval of the Local Planning Authority.
Reason: To ensure the retention of adequate on-site car parking and to discourage parking on the adjoining highway in the interests of highway safety and local amenity and having due regard to saved Policy T9 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Guidance 13.

16 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no free-standing walls, fences or other means of enclosure of any kind permitted by Part 2, Class A of the 1995 Order as amended shall be erected within the area since hatched in black on the approved plans without the prior written approval of the Local Planning Authority.
Reason: In the interests of visual amenity and having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

17 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no extension, building or structure permitted by Part 1, Classes A/B/C/D/E/F/G of the 1995 Order, as amended, shall be erected within the curtilage of the site without the prior written approval of the Local Planning Authority.
Reason: In the interests of the character and appearance of the development and to residential amenities having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, Planning Policy Statements 1 and 3.

18 Notwithstanding the provisions of any Town and Country Planning General Permitted Development Order, no additional windows or other openings shall be constructed within the first floor of the following elevations without the prior written approval of the Local Planning Authority:

- north facing elevation unit 1
- west facing elevation unit 6
- east facing elevation unit 7
- west facing elevation unit 8
- north facing elevation units 8 and 9
- north facing elevation unit 10
- north-east facing elevation unit 19/20
- west facing elevation unit 25
- north facing elevation unit 25
- south facing elevation unit 26
- north facing elevation unit 28
- west facing elevation unit 31

Reason: In the interests of the amenities of the occupiers of nearby properties and having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

19 No development shall be commenced on site until the existing buildings shall have been demolished and all resultant materials removed from the site unless otherwise approved in writing by the Local Planning Authority.
Reason: To accord with the terms of the application and in the interests of the character and appearance of the area having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

20 No dwelling hereby permitted shall be constructed anywhere on the site until the road(s) have been laid to at least base course.
Reason: To avoid excess soil being deposited on the existing roads and having due regard to saved Policy PC1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 23.

21 The windows since marked 'x' on approved Drawing No. 18-1690-AG-001 shall have a minimum cill height of 1.75m above finished floor level.
Reason: To protect the amenities of adjoining residential properties and having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

22 Demolition, clearance, excavation, road or construction works shall take place only between the hours of 0800 and 1800 hours on Mondays to Saturdays and not at all on Sundays and all recognised public holidays.
Reason: To protect the amenity of adjoining residents and having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 23.

23 The rooflight windows at 2nd floor level in the east facing elevations of the buildings plots 1-5 and the north facing elevation of plot 6 shall either:-

(I) have a minimum cill height of 1.75m above finished floor level or
(ii) at all times be and remain glazed entirely with obscure glass, the particular type of which glass shall provide a degree of obscuration no less obscure than that which is provided by Pilkington's Texture Glass Obscuration Level 4 and be fitted with restricted openings in accordance with details to be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of the amenities of the occupiers of nearby properties and having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

24 The window at or above 1st floor level in the west elevation of unit 31 shall:-
(i) consist of at least two lights divided horizontally with only the top light capable of being opened, and shall be maintained in that condition at all times; and
(ii) at all times be and remain glazed entirely with obscure glass, the particular type of which glass shall provide a degree of obscuration no less obscure than that which is provided by Pilkington's Texture Glass Obscuration Level 4.

Reason: In the interests of the amenities of the occupiers of nearby properties and having due regard to saved Policy D1 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

25 The buildings shall not be occupied until space for the loading, unloading and parking of vehicles has been provided within the site, surfaced and marked out in accordance with the approved details. Such areas shall thereafter be retained and used solely for those purposes.
Reason: In the interests of highway safety and having due regard to saved Policy T9 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Guidance 13.

26 No development shall commence on the site until details of earthworks shall have been submitted to and approved in writing by the Local Planning Authority. These details shall include the proposed grading and mounding of land areas including the levels and contours to be formed, showing the relationship of proposed mounding to existing vegetation and surrounding landform. The agreed details shall be fully implemented before the buildings hereby permitted are first occupied.
Reason: In the interest of maintaining the amenity value of the area and having due regard to saved Policies D1 and L7 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

27 No development shall commence until a landscape management plan shall have been submitted to and approved in writing by the Local Planning Authority. Such plan shall include long term design objectives, management responsibilities and implementation and maintenance schedules for all landscape areas for a minimum period of five years. The management plan shall thereafter be implemented in accordance with the approved details.
Reason: To ensure that due regard is paid to the continuing enhancement and maintenance of amenity afforded by landscape features of communal and public significance and having due regard to saved Policies D1 and L7 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 1.

28 No development shall take place unless and until a scheme showing measures which will be undertaken to protect the public sewers has been submitted to and approved in writing by the Local Planning Authority. The details approved shall thereafter be fully implemented unless otherwise agreed in writing by the Local Planning Authority.
Reason: To protect sewers that cross the site and having due regard to saved Policy US4 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 23.

29 No development hereby permitted shall commence until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.
Reason: To ensure that they are constructed to satisfactory standard and having due regard to saved Policies D1, T7 and T8 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Guidance 13.

30 The development hereby permitted shall not commence unless and until details of cycle parking provision have been submitted to and approved in writing by the Local Planning Authority. The approved cycle parking shall thereafter be implemented in accordance with the approved details prior to the occupation of the buildings hereby approved.
Reason: To ensure adequate provision for cycle storage in the interests of promoting non-car based transport options to improve the sustainability of the development and having due regard to saved Policies T6, T8 and T9 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, Planning Policy Statements 1 and 3, and Planning Policy Guidance 13.

31 No development hereby permitted shall commence unless and until details of measures proposed for ecological gain are submitted to and approved by the Local Planning Authority. The approved details shall thereafter be fully implemented prior to the occupation of the buildings.
Reason: In the interests of nature conservation and having due regard to saved Policy NC5 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 9.

32 The development hereby permitted shall be carried out strictly in accordance with the measures for mitigation for protected species set out in the submitted details from Aluco Ecology, submitted to Mr Egglesfield, Hampshire County Council Senior Ecologist and dated 22 May 2010 (copy enclosed). The following measures are to be implemented during the construction phase:
1) Trenches in excess of one metre in depth should be covered or secured and a means of escape provided for any animal that does fall in (a suitable escape can be provided by wooden planks placed at a 45 degree angle).
2) Any temporarily exposed open pipe system should be capped in such a way to prevent badgers gaining access.
3) Chemicals and fuels should be stored carefully and as far away from badger paths as possible, and in accordance with the Code of Construction Practice.
Reason: In the interests of nature conservation and having due regard to saved Policy NC5 of the Havant Borough District Wide Local Plan 1996-2011, which forms part of the Havant Borough Local Development Framework, and Planning Policy Statement 9.

Other Important Information:

In reaching its decision the Council has had regard to the saved policies of the Havant Borough District Wide Local Plan 1996-2011, forming part of the Havant Borough Local Development Framework:-

Havant Borough District Wide Local Plan 1996-2011

D1	(High Quality Design)
H5	(Density of Housing Development)
H6	(Range of House Types and Sizes)
H8	(Affordable Housing)
IMP1	(Financial Contributions)
L6	(Conservation and Protection of Existing Natural Features)
L7	(New Landscape Works)
NC5	(Other Features of Nature Conservation Interest)
PC1	(Control of Potentially Polluting Uses)
PC3	(Protection of Water Quality)
PC4	(Light Pollution)
R17	(Playing Space Related to New Housing Development)
T10	(Contributions to Off Site Highway Improvements)
T11	(Developer Contributions Towards Green Transport Infrastructure)
T2	(Safeguarding of Land for South Hampshire Rapid Transit System)
T5	(New Roads)
T6	(Public Transport, Cycling and Walking New Development)
T7	(Criteria for Access to Development)
T8	(Bus Access and Provision for Cyclists and Pedestrians)
T9	(Provision of Vehicle Parking and Turning Facilities)
UA1	(Concentration of Development within the Urban Areas)
US4	(Sewers)

National Policies

PPG13	(Transport)
PPG24	(Planning and Noise)
PPS 1	(Delivering Sustainable Development)
PPS 3	(Housing)
PPS 9	(Biodiversity and Geological Conservation)
PPS23	(Planning and Pollution Control)
PPS25	(Development and Flood Risk)

The Council considers, having regard to the objectives of these policies, that the principle of the development is acceptable in this case, and also that the impact of the development is acceptable in terms of the nature of development, the effect on neighbouring properties, the effect on protected species, the effect on residential amenity, the effect on surrounding trees, the effect on the character and appearance of the area and the streetscene, the effect upon archaeological interest of the site, environmental effects, flood risk issues/sewers/drainage, highway implications, the adequacy of access, the adequacy of parking, loss of a commercial site, crime and disorder issues and the provision and improvement of playing space. Having taken into account the requirements of Section 38 (6) of the Planning and Compulsory Purchase Act 2004 and all other material considerations, the Council has determined that planning permission should be granted for the development.

(1) This notice only relates to the decision of Havant Borough Council as Local Planning Authority under the Town and Country Planning Acts. It does not relate to any other application that may be required under the Building Regulations or under any other Act, Regulation, Byelaw or Order where the Council's approval may be needed. For further guidance as to the need for consent under the Building Regulations please phone 023 9244 6573.

(2) Your attention is drawn to the attached information regarding firstly your right to appeal to the Planning Inspectorate, if you are aggrieved by the Council's decision, and secondly the rights of an owner to, in certain circumstances serve a purchase notice on the Council. See www.planningportal.gov.uk/pcs.

(3) Any failure to adhere to the details of the approved plans, and other documents or to comply with any conditions listed above may lead to enforcement action being taken by the Council. If you wish to depart from the approved details or conditions in any way you should contact the Planning and Development service at the Civic Offices or by telephoning 023 9244 6015.

(4) The applicant/developer should enter into a formal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development. Please contact Atkins Ltd, Anglo St James House, 39A Southgate Street, Winchester, SO23 9EH (tel 01962 858688), or www.southernwater.co.uk.

(5) It is a legal requirement under the provisions of the Site Waste Management Plans Regulations 2008 to have a site waste management plan (SWMP) for all new construction projects worth more than £300,000. The level of detail the SWMP should contain depends on the estimated build cost, excluding VAT. Further information can be found at www.netregs-swmp.co.uk.

(6) To facilitate the measures outlined in Condition No. 32, contractors and subcontractors should be made aware of the possible presence of badger paths as part of the environmental site induction courses. They should also be informed of the protection afforded to badgers under the Protection of Badgers Act 1992.

Mrs J A Batchelor
Head of Development & Technical Services

27 September 2010

DATED 29th October 2010

SIGNLEASE LIMITED (1)

and

BDW TRADING LIMITED (2)

and

THE COUNCIL OF THE BOROUGH OF HAVANT (3)

D E E D

Pursuant to (inter alia)
Section 106 of the Town and Country Planning Act 1990
Relating to land at
92 London Road, Widley in Hampshire

Paul Grinyer
Solicitor to the Council
Havant Borough Council
Civic Offices
Civic Centre Road
Havant, Hampshire
PO9 2AX

I certify that this is a true copy of the
s106 Agreement
dated
29.10.10
.....
Solicitor to the C[redacted]